

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5		<b>Page</b> 1 <b>Of</b> 4	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE20-03-D-0085		<b>3. Effective Date</b> 2003MAR19		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CCT-S KIM JONES (309)782-0571 ROCK ISLAND IL 61299-7630		<b>Code</b> W52H09	<b>6. Administered By (If Other Than Item 5)</b> DCMA ATLANTA 805 WALKER STREET SUITE 1 MARIETTA GA 30060-2789			<b>Code</b> S1103A	
<b>e-mail address:</b> JONESK@RIA.ARMY.MIL		<b>SCD</b> C		<b>PAS</b> NONE		<b>ADP</b> PT HQ0338	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> KIPPER TOOL CO 870GROVE ST GAINESVILLE GA 30501-0000				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
TYPE BUSINESS: Other Small Business Performing in U.S.				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b> <b>To The Address Shown In:</b>			
<b>Code</b> 00NS2		<b>Facility Code</b>		<b>Item</b> 12			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264			<b>Code</b> HQ0338	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>14. Accounting And Appropriation Data</b>				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2013JAN30				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1		I	Contract Clauses	
	B	Supplies or Services and Prices/Costs		<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
	C	Description/Specs./Work Statement		X	J	List of Attachments	4
	D	Packaging and Marking		<b>Part IV - Representations And Instructions</b>			
	E	Inspection and Acceptance			K	Representations, Certifications, and Other Statements of Offerors	
	F	Deliveries or Performance			L	Instrs., Conds., and Notices to Offerors	
	G	Contract Administration Data			M	Evaluation Factors for Award	
	H	Special Contract Requirements					
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> CEAN HARTLEBEN HARTLEBENC@RIA.ARMY.MIL (309)782-3429			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003MAR19	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-D-0085 MOD/AMD	Page 2 of 4
Name of Offeror or Contractor: KIPPER TOOL CO		

SECTION A - SUPPLEMENTAL INFORMATION

A-1 This is a ten-year Indefinite Delivery Indefinite Quantity (IDIQ) contract under the full and open award pool and small business award pool for Segment 4, Containerized Shop Sets.

A-2 This award is based on the terms and conditions of solicitation DAAE20-02-R-0193 and amendments 0003, 0004, 0005, 0011, 0012, 0014, 0015 and 0016.

A-3 The award of a contract is not a guarantee that an order will be placed against the contract. The award only signifies that the awardee is eligible to compete for delivery orders pursuant to the fair opportunity to compete provisions. TACOM-RI will use the contracts awarded under this Segment, consistent with the fair opportunity to compete provisions, to fulfill its Segment 4 requirements unless otherwise exempted by law or regulation.

A-4 Delivery Orders will be competed in accordance with the fair opportunity to compete provisions in Section A, Paragraph A-4, Subparagraphs 1-5 of the solicitation. The fair opportunity to compete provisions are set forth below:

1. Fair Opportunity: Awardees within a given award pool will have a fair opportunity to compete for delivery orders placed within that pool. As requirements for delivery orders become known, TACOM-RI will determine whether the requirement should be competed among all awardees, restricted among the pool of small business awardees, or otherwise restricted pursuant to the exceptions to the fair opportunity to compete provisions. In determining whether a requirement should be restricted to the pool of small business concerns, TACOM-RI will apply what is commonly referred to as the "rule of two." See FAR 19.502-2(b).
2. When an order is competed, price and past performance will always be considered and technical and other factors may also be considered. Requirements for delivery orders may be competed on "go" "no-go" or trade-off considerations.
3. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. The designated Ombudsman is Major Mark Hicks (TACOM-Rock Island, Illinois), office symbol AMSTA-AQ-AR, (309)782-3224, email, hicksm@ria.army.mil. The ombudsman will review complaints from the contractors and ensure all contracts are afforded a fair opportunity consistent with the procedures in this contract.
4. In the event that a requirement for a delivery order is competed exclusively among small businesses and only one offeror meets the non-manufacturing rule, the contracting officer will issue the order to that offeror provided the price is fair and reasonable and all other technical and past performance considerations are met. The contracting officer will substantiate any determination regarding whether a price is fair and reasonable and will not consider a courtesy offer from a large business unless the contracting officer determines that the small business offer is unreasonable. In the event that the small business offer is unreasonable, the contracting officer may cancel the competition and compete the requirement among the full and open pool of awardees. Finally, a small business that is otherwise eligible for award may apply for a COC if the contracting officer determines that the small business is unable to meet the non-manufacturers rule.
5. Exceptions to the Fair Opportunity Procedures: TACOM-RI need not compete a delivery order when:
  - (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
  - (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized; or
  - (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order;

A-5 The dates of the ordering periods (OP) covered by this contract are as follows:

ORDERING PERIOD 1:	AWARD DATE - 30 JAN 2004
ORDERING PERIOD 2:	1 FEB 2004 - 30 JAN 2005
ORDERING PERIOD 3:	1 FEB 2005 - 30 JAN 2006
ORDERING PERIOD 4:	1 FEB 2006 - 30 JAN 2007
ORDERING PERIOD 5:	1 FEB 2007 - 30 JAN 2008
ORDERING PERIOD 6:	1 FEB 2008 - 30 JAN 2009
ORDERING PERIOD 7:	1 FEB 2009 - 30 JAN 2010
ORDERING PERIOD 8:	1 FEB 2010 - 30 JAN 2011
ORDERING PERIOD 9:	1 FEB 2011 - 30 JAN 2012
ORDERING PERIOD 10:	1 FEB 2012 - 30 JAN 2013

A-6 All other terms and conditions in solicitation DAAE20-02-R-0193, if applicable, and amendments 0003, 0004, 0005, 0011, 0012, 0014, 0015 and 0016 have been agreed to and are incorporated into this contract. The Government contemplates conducting further negotiations with Kipper Tool and any other members of this award pool relative to the requirements of "Standard Automotive Tool Sets," CLINs 0004AA-AG, Description for Purchase 420 prior to issuing an order.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-03-D-0085 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 4
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\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor: KIPPER TOOL CO

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	SOLICITATION DAAE20-02-R-0193 AND AMENDMENTS 0003, 0004, 0005, 0011, 0012, 0014, 0015, AND 0016			